

**ORDINANCE NO. 204**  
**AN ORDINANCE OF THE CITY OF TORRANCE, CALIFORNIA, GRANTING TO SOUTHERN CALIFORNIA EDISON COMPANY, LTD., A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF CALIFORNIA, ITS SUCCESSORS AND ASSIGNS, A FRANCHISE FOR A PERIOD OF FORTY (40) YEARS, TO CONSTRUCT, OPERATE, ALTER, MAINTAIN AND USE AN ELECTRIC DISTRIBUTION AND TRANSMISSION SYSTEM CONSISTING OF POLES, TOWERS, CROSS-ARMS, CONDUITS, CABLES, WIRES AND OTHER APPLIANCES FOR THE PURPOSE OF CONDUCTING, TRANSMITTING AND DISTRIBUTING ELECTRICITY AND ELECTRICAL ENERGY FOR LIGHT, HEAT AND POWER PURPOSES, AND FOR ANY AND ALL OTHER PURPOSES FOR WHICH ELECTRICITY CAN BE USED, ON, ALONG, UPON, IN, UNDER AND ACROSS THE STREETS, ALLEYS, PUBLIC HIGHWAYS AND PUBLIC PLACES WITHIN THE CITY OF TORRANCE, STATE OF CALIFORNIA, TOGETHER WITH THE RIGHT TO CONSTRUCT, OPERATE, ALTER AND USE A SYSTEM OF POLES, TOWERS, WIRES, CABLES, CROSS-ARMS, CONDUCTORS, GUY WIRES, INSULATORS, AND ANY AND ALL OTHER NECESSARY OR CONVENIENT APPLIANCES OR ATTACHMENTS. THIS FRANCHISE IS TO BE SUBJECT TO CERTAIN EXCEPTED AND RESTRICTED STREETS AS HERINAFTER MORE PARTICULARLY SET FORTH, AND THE CONDITIONS HERINAFTER SET OUT.**

The City Council of the City of Torrance, California, does ordain as follows:

**SECTION 1.** That a franchise be, and the same is hereby granted to the Southern California Edison Company, Ltd., a corporation organized and existing under the laws of the state of California, its successors and assigns, for a period of forty (40) years, to construct, operate, alter, maintain and use an electric distribution and transmission system consisting of poles, towers, cross-arms, conductors, cables, wires and other appliances for the purpose of conducting, transmitting and distributing electricity and electrical energy for light, heat and power purposes, and for any and all other purposes for which electricity can be used, on, along, upon, in, under and across the streets, alleys, public highways and public places within the City of Torrance, State of California, together with the right to construct, maintain, operate, alter and use a system of poles, towers, wires, cables, cross-arms, conductors, guy wires, insulators, and any and all other necessary or convenient appliances or attachments. This franchise is to be subject to certain excepted and restricted streets, as hereinafter more particularly set forth, and the conditions hereinafter set out.

**SECTION 2.** The grantee of this franchise is hereby required to file a written acceptance of the terms and conditions hereof with the Clerk of the City of Torrance, County of Los Angeles, State of California, within thirty (30) days after the passage of this ordinance granting the same. The terms and conditions upon which this franchise is granted are as follows:

**FIRST.** The term "grantor" wherever used in this ordinance, shall refer to the City of Torrance, and the term "grantee" shall be held to include the grantee, its successors and assigns.

**SECOND.** That the grantee of this franchise shall have the right, during the period for which this franchise is granted, subject to the conditions herein specified, to construct, maintain, operate, alter, maintain and use its electric distributing and transmission system for the purpose of conducting, transmitting and distributing electricity and electrical energy for light, heat and power, and shall have the right to furnish, distribute, sell or otherwise dispose of electricity conducted or transmitted by means of said system, and to collect charges for the electricity so disposed of, provided that no part of this system, or the appliances or attachments thereof, shall be so located as to interfere with the ordinary use of the highway for travel.

**THIRD.** (A), (1) No poles or towers shall be placed in any park or street designed or intended to be developed as a parkway street within the City of Torrance. A parkway street herein referred to is defined as any street within the City of Torrance where provision is made for two parallel driveways separated by a park area; and shall include that certain street or highway wherever located through the City of Torrance referred to by the County of Los Angeles as the Hollywood Palms Verdes Parkway Project.

(2) No poles or towers shall be placed within the streets of any high-class residential portion of any subdivision within the City of Torrance, unless the grantee shall have first obtained consent from the owner of such land intended to be so subdivided and shall have notified the City of Torrance in writing of said grant of consent, and shall have secured the consent of the City of Torrance to therein locate necessary poles.

Book 22, Pages 94 and 95, Los Angeles County Records, bounded by Graveness Avenue on the south, Redondo Boulevard on the north, Cabrillo Avenue on the east, which streets are included, all crossings of streets therein shall be by underground conduit, unless written permission to cross by other means is granted by the City Engineer of the City of Torrance.

(D) All poles shall be placed on alley strips where alleys exist, so as to be not less than ten (10) feet back from the property line of the street strip. All poles and conduits shall be placed in alleys, streets or highways in a location to be fixed by the grantor, and shall always be placed in alleys where alleys exist or where alleys may be suitably used.

(E) In case it should be necessary or desirable to trim any trees along the streets or highways over which this franchise is granted, no such trimming of trees shall proceed until the grantee shall have first obtained the consent in writing from the City Engineer or the Street Superintendent of the City of Torrance, except in cases of emergency.

(F) That the electrical transmission and distribution system to be constructed and operated under this franchise shall be built in a good and workmanlike manner and shall be erected, located and maintained or replaced in conformity with the ordinances, resolutions and instructions from the City Council of the City of Torrance, provided that said instructions are not in conflict with any paramount authority of the State of California.

(G) That all poles erected and wires strung under this grant shall be subject to what is known as the Joint Pole Construction Agreement with the state of California, and all necessary excavations in said highways for the construction, maintenance and repair of said system. All material used by the grantee of this franchise in the construction, maintenance or repair of said system shall be of good quality and said system shall at all times be constructed, maintained and kept in repair in a good and workmanlike manner.

**FOURTH.** The grantee of this franchise shall have the right, subject to such regulations as are now or hereafter may be imposed, to make all necessary excavations in said highways for the construction, maintenance and repair of said system. All material used by the grantee of this franchise in the construction, maintenance or repair of said system shall be of good quality and said system shall at all times be constructed, maintained and kept in repair in a good and workmanlike manner.

**FIFTH.** The work of constructing or repairing said system, or any portion thereof, shall be conducted with the least possible hindrance to the use of the highways for purposes of travel, and any and all portions of the highways which may have been excavated or otherwise injured by the grantee in the course of either the construction or the repair of said system shall, as soon as said construction or repair is completed, be placed in as good condition as the same were in before the construction or repair of said system or portion thereof, to the satisfaction of the City Engineer of the City of Torrance, and the grantee of this franchise shall hold the said City of Torrance, its City Council and all other City Officers harmless in case of any damage or injury suffered by any person by reason of the construction, maintenance, use or repair of said system, or use of this franchise.

**SIXTH.** It shall be the duty of the grantee to cause any excavation or obstruction in the highway made by it for the purpose of constructing, maintaining or repairing said system, to be held open at distances of not more than one hundred (100) feet apart along such excavation or obstruction, during all periods from sunset to sunrise during which such excavation or obstruction shall exist.

**SEVENTH.** It shall be the duty of the grantee to restore the property excavated or disturbed to as good a condition as existed before excavations were made, and upon the failure of such grantee to cause such excavated street to be properly restored within a reasonable time, the grantor may cause such work to be done, at the expense of the grantee, and the grantee hereby agrees to reimburse the grantor for such expenditure within thirty (30) days after the presentation to the grantee by the City with a bill therefor.

**EIGHTH.** The grantor reserves the right to change the grade and make other improvements of any alley, highway or street over which this franchise is granted, and reserves the right to require the grantee, at its own expense, to relocate therein its improvements to conform therewith.

**NINTH.** If the said grantee shall fail to comply with any instructions of the grantor with respect to the locations of any portion of said system under the terms of this franchise ordinance, within thirty (30) days after the service of written notice upon said grantee requiring compliance therewith,

then the grantor may immediately do whatever work is necessary to carry out said instructions at the cost and expense of the grantee, which cost, by the acceptance of this franchise, said grantee agrees to pay upon demand.

**TENTH.** Poles shall not be placed nearer together than one hundred (100) feet, excepting at street crossings and cross-roads, or where necessary to support transformers or other electrical equipment which cannot be mounted on a single pole, or where the public safety requires. When any of said poles or wires shall become an obstruction to the ordinary use of any of said streets or highways, or dangerous to the user thereof, said City of Torrance shall have the right to order said poles relocated or removed at the expense of the grantee of this franchise, its successors or assigns, to avoid such obstruction or danger.

That the work to erect the poles and wires hereunder shall be commenced in good faith within not more than four (4) months from the granting of this franchise, and if not so commenced within said time, this franchise shall be declared forfeited; provided, however, that for good cause shown, the City Council or governing or legislative body of the said City of Torrance may, by resolution, extend the time for commencement thereof, not exceeding three (3) months; provided further, that any system now constructed and operated within said City of Torrance by the grantee of this franchise shall be considered as constructed under the provisions of this franchise, and the work hereunder shall be prosecuted diligently and in good faith by the grantee of this franchise as to meet and fill the reasonable needs of the inhabitants of the territory for the services for which this franchise is granted.

**ELEVENTH.** The said grantee, its successors or assigns, shall, during the life of this franchise, pay to the City Treasurer of the City of Torrance in lawful money of the United States, two (2%) per cent of the gross annual receipts of such grantee and its successors or assigns, arising from the use, operation or possession of this franchise within the corporate limits of the City of Torrance, including moneys received for the use, sale and rental or furnishing of electricity for power, heat and light, said two (2%) per cent to be computed and paid in accordance with the law of the State of California.

And it shall be the duty of the grantee of this franchise, and of its successors or assigns, to file with the City Clerk of the City of Torrance at the expiration of one (1) year from the date of the granting of this franchise, and at the expiration of each and every year thereafter, a statement verified by the oath of said grantee, its successors or assigns, or by the oath of the manager or presiding officer of said grantee, showing in detail the total gross earnings collected or received by said grantee, its successors or assigns, for the preceding twelve (12) months, for the use, sale, rental or furnishing of electricity for power, heat, light or any other purpose whatever, from any part of the system located within the corporate limits of the City of Torrance, for the construction and operation of which this franchise is granted, arising from the use, operation or possession of this franchise, and within ten (10) days after filing the aforesaid statement, it shall be the duty of said grantee, its successors or assigns, to pay to the City Treasurer of the City of Torrance, the aggregate sum of said percentage upon the amount of the gross annual receipts arising from the use, operation or possession of this franchise, and if the amount paid is incorrect in the judgment of the City Council, they may order the payment of such additional sum as they may find due hereunder, and if not paid the same may be collected by suit. Any neglect, omission or refusal by said grantee, its successors or assigns, to file this verified statement, or to pay the said percentage of the said gross annual receipts at the time or in the manner hereinbefore provided, shall work a forfeiture of this franchise and all of the rights hereunder to the City of Torrance.

**THIRTEENTH.** That the said grantee, its successors or assigns, shall not sell, transfer or assign this franchise, or any of the rights or privileges granted herein, except by a duly executed instrument in writing filed in the office of the City Clerk of the City of Torrance; and provided further, that nothing in this franchise contained shall be construed to grant to said grantee, its successors or assigns, any right to sell, transfer or assign this franchise, or any of the rights or privileges hereby granted, except in the manner aforesaid.

**FOURTEENTH.** That the grantee of this franchise shall, during the term of this franchise, keep on file with the City Council of the City of Torrance, a good and sufficient bond to be approved by the City Council of said City of Torrance, in the penal sum of One Thousand (\$1,000.00) Dollars, conditioned that said grantee shall well and truly observe, fulfill and perform each and every term and condition of this franchise, and that in case of any breach of condition hereof, such bond to the whole amount of the penal sum therein named, shall be taken and deemed to be liquidated damages and shall be recoverable from the principal and surety upon said bond. That any neglect, failure or refusal to comply with any of the conditions of

Ramona Beauty



By G. N. P. A. Service

Helyn Salles, granddaughter of Henry F. Bergman, who operated the Butterfield stage line through the Ramona country in early days, as she appears in an important role in the annual Ramona Page-rance, to be staged in the Ramona Bowl at Hamet on April 25 and 27, May 3 and 4, and May 10 and 11.

This franchise shall thereupon immediately ipso facto effect a forfeiture hereof, and the said City of Torrance, by its City Council, may thereupon declare this franchise forfeited and may exclude said grantee, its successors and assigns, from further use of the streets, alleys and highways of said City of Torrance under this franchise, and said grantee, its successors and assigns, shall thereupon and immediately surrender all rights in and to the same, and this franchise shall be deemed and shall remain null, void and of no effect.

**FIFTEENTH.** The provisions of this franchise and all rights, obligations and duties hereunder shall inure to and be binding upon the grantee, its successors and assigns.

**SECTION 2.** That the City Clerk shall certify to the adoption of this ordinance, and cause the same to be published once in the Torrance Herald, and thereupon the same shall be in full force and effect.

On motion of Councilman Steiner, seconded by Councilman Wolfe, the foregoing Ordinance was adopted by the following vote:  
 Ayes: Councilmen Nelson, Steiner, Wolfe, Mayor Dennis.  
 Noes: None.  
 Absent: Maxwell.  
 Approved: JOHN DENNIS, Mayor of the City of Torrance. (Seal).  
 Attest: A. H. BARTLETT, City Clerk of the City of Torrance, STATE OF CALIFORNIA—ss.  
 I, A. H. Bartlett, do hereby certify that I am the City Clerk of the City of Torrance, and that the above ordinance was regularly introduced at a regular meeting of the City Council of said City of Torrance on the 1st day of April, 1930, and was adopted on the 13th day of April, 1930, at a regular meeting of said Council.  
 Dated this 22nd day of April, 1930.  
 (Seal).  
 A. H. BARTLETT, City Clerk of the City of Torrance.

BUILDERS WE

ANDERSON—(UP)—Talk about keeping records. In a cribbage game between J. F. Bedford and E. S. Hall of two years' duration, 533 games have been played. The score now stands tied.

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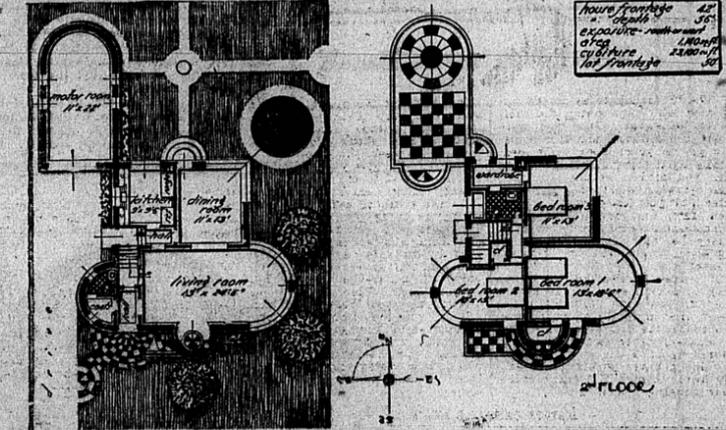
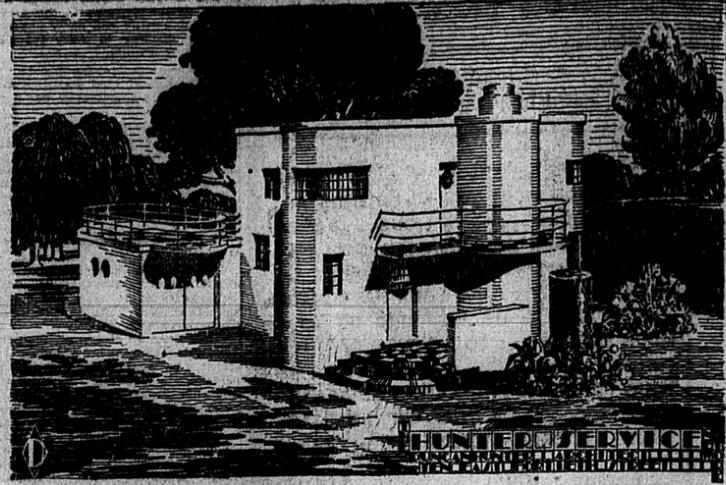
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We Take The Modern Turn



**THE ARC**  
 By DUNCAN HUNTER  
 Architect, New York

The modern in architecture and art is new in this country—so new that many of us instantly turn it down—others—some call these fancies—are just as strong for it. Whatever may be the taste of the individual—whether for the antique or for the modern—the fact remains that we are here in America undergoing rapid changes in all lines of endeavor—due to modern invention and progress—so called. In America a house is "old" in twenty years—in Europe it is "new" unless it has seen a couple of centuries come to pass—and this expresses the tempo of change. America should be the very oasis for the development of the modern style—somehow it fits in with American temperament. In 1925 we had no modern movement at all—today it surrounds us on every side—some good—some not so good—but it exists. The horse drawn carriage took several centuries to "arrive"—while the auto made it in twenty years and the radio, eight—we are speeding up—and our architecture is bound to reflect our methods of doing and of living. The Cathedrals of the Middle Ages were the outgrowth of great religious zeal—ours is a machine age—what architecture will it evolve? One doubts it will be antique. "The Arc" is of this time—the machine age—modern. It schedules: First floor: Entrance vestibule with coat closet, living room, dining room, kitchen and a one car motor room. Second floor: Three bed rooms, a bath and ample closets. Ceiling heights: Basement, seven feet, first floor, eight feet, second floor, eight feet. Exposure: The plans as shown are for a lot facing south or west. For a lot facing north or east the plans should be reversed. Lot size, house frontage, 42 feet; side clearance, 12 1/2 feet, right 4 feet. Lot frontage, minimum, 50 feet. Construction: Hollow tile with

stucco finish. Roof, canvas. Foundation, concrete. Windows, steel casements in special arrangements. Doors, wood, to special details. Interiors: Floors, wood for living room finish; walls, plaster; kitchen, plaster; bath room, tile; steam heat, gas and electric wiring. Cupboards, 32,000 cubic feet. Complete working plans and specifications of this house are available for a nominal sum. Address the building editor and refer to House H-122.

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